

Curators and Registrars, Cultural Institutions

Agreement No. 2508 of 1987

P.S.B. 84/3262

A G R E E M E N T made the _____ day of _____
in the year of 1987 B E T W E E N THE PUBLIC SERVICE BOARD OF
NEW SOUTH WALES, a corporation constituted under the Public
Service Act, 1979, and having its office at 47-53 Macquarie
Street, Sydney, in the State of New South Wales (hereinafter
called the "Board") of the one part and THE PUBLIC SERVICE
ASSOCIATION OF NEW SOUTH WALES (hereinafter called the
"Association") representing the officers hereinafter referred to
of the other part.

(1) INTRODUCTORY

This Agreement is made between the Board and the Association in
pursuance of the provisions of Section 83 of the Public Service
Act, 1979.

This Agreement shall be binding upon the Board and all officers
as defined herein.

The basis of this Agreement is within the Wage Fixation
Principles as set out in Schedule 2 of the Judgment of the
Industrial Commission of New South Wales in the State Wage Case
of 30 July, 1986.

(2) DEFINITIONS

"Officer" means and includes all persons permanently or
temporarily employed under the provisions of the Public Service
Act, 1979, and who, as at the operative date of this Agreement
were occupying one of the positions covered by this Agreement or
who, after that date, are appointed to one of such positions.

"Service" means continuous service. Future appointees shall be
deemed to have the years of service indicated by the salaries to
which they are appointed.

"Assistant Curator Grade 1; Assistant Registrar Grade 1", means an Officer engaged in the provision of professional assistance in a curatorial, registration or other similar area under supervision.

"Assistant Curator Grade 2; Assistant Registrar Grade 2" means an Officer who provides, under direction, professional assistance in all aspects of work in a curatorial, registration or other similar area. Officers at this level would, under direction, carry out independent research and/or other duties involving specialist knowledge and expertise.

"Curator Grade 1; Registrar Grade 1", means an Officer who is responsible for -

- (a) the care and interpretation of one or more major and defined areas of an Institution's collection. The officer would advise on policies, acquisitions, exhibitions, displays, public programs and all activities related to curatorial collection responsibilities.

or

- (b) a major aspect of collection management work. The officer would advise on policies and procedures and all activities related to the specific area of responsibility of the officer.

"Curator Grade 2; Registrar Grade 2," means an officer who is -

- (a) responsible for the care, research and interpretation of one or more major and defined areas of an Institution's collection. Determines and advises on policies, acquisitions, exhibitions, displays, public programs and publications. Such an officer will have demonstrated experience in the area of speciality either in a museum or in a comparable cultural, scientific or academic organisation and will have researched and published in his or her specific field.

or

- (b) head of a collection management unit, and supervises all aspects of that unit's responsibilities. Determines and advises on policies; responsible for the management of the unit's staff.

"Senior Curator; Senior Registrar", means an officer who is responsible for -

(a) the curatorial direction and financial and personnel management of a unit and who supervises all aspects of that unit's responsibilities. An officer at this level would undertake curatorial work involving co-ordination with other curatorial units and other areas within the museum and with other academic, professional and industrial institutions and would formulate plans and programs designed to develop and promote the goals of the institution and the quality of its collections, both nationally and internationally. Such an officer will have demonstrated a high degree of museum experience.

or

(b) the overall direction and financial and personnel management of the registration department of a cultural institution. An officer at this level would undertake collection management work involving co-ordination and a high degree of independence in the formulation of plans and policies relating to the management of the institution's collections.

(3) RATES OF PAY

Part A.

Subject to the provisions of the Public Service Act and of the Regulation thereunder, the following shall be the rates of pay to officers appointed to the positions specified:

| Salary scale prior to operative date of Agreement on and from 20.3.87 (\$115.40 w.b.) | Adjustment required from operative date of Agreement 7.4.87 (\$115.40 w.b.) |
|---|---|
|---|---|

Assistant Curator Grade 1; Assistant Registrar Grade 1

| | \$p.a. | \$p.a. |
|------------------------------------|--------|--------|
| 1st year of service | 18 786 | 19 524 |
| 2nd year of service | 19 523 | 20 752 |
| 3rd year of service | 20 270 | 21 979 |
| 4th year of service | 21 038 | 23 207 |
| 5th year of service and thereafter | 21 901 | 24 460 |

Provided that:

- (i) an officer shall not be appointed to a position classified as Assistant Curator Grade 1; Assistant Registrar Grade 1 or above unless he/she possesses a degree in Arts, Science or relevant area from a recognised Tertiary Institution or qualifications deemed by the Board to be appropriate.
- (ii) the commencing salary of an Assistant Curator Grade 1 or Assistant Registrar Grade 1 possessing an Honours Degree, Post Graduate Diploma in Museum Studies, Diploma of Librarianship, Diploma of Archives Administration, Diploma of Education, other appropriate Post Graduate Diploma, a degree requiring a minimum of four years' full-time study, or qualifications deemed by the Board to be appropriate, shall be the rate prescribed for the second year of service.
- (iii) Assistant Curators Grade 1 or Assistant Registrars Grade 1 who possessed the qualifications prescribed in (ii) at the time of their appointment and were appointed prior to the date of effect of this Agreement shall, as from the date of effect of this Agreement, have their salary rates adjusted to the year of service rate that would apply if they had commenced on the second year of service rate.

Assistant Curator Grade 2; Assistant Registrar Grade 2

| | \$p.a. | \$p.a. |
|---------------------------------------|--------|--------|
| 1st year of service | 23 214 | 25 074 |
| 2nd year of service | 24 014 | 25 841 |
| 3rd year of service | 24 927 | 26 609 |
| 4th year of service | 25 731 | 27 376 |
| 5th year of service and thereafter | 26 537 | 27 887 |

Curator Grade 1; Registrar Grade 1

| | | |
|---------------------------------------|--------|--------|
| 1st year of service | 27 416 | 28 348 |
| 2nd year of service | 28 393 | 29 805 |
| 3rd year of service | 29 492 | 31 263 |
| 4th year of service | 30 473 | 32 721 |
| 5th year of service and thereafter | 31 465 | 34 179 |

| <u>Curator Grade 2;</u> <u>Registrar Grade 2</u> | \$p.a. | \$p.a. |
|---|--------|--------|
| 1st year of service | 34 017 | 35 713 |
| 2nd year of service | 35 231 | 36 762 |
| 3rd year of service | 36 530 | 37 810 |
| 4th year of service | | 38 859 |
| 5th year of service and thereafter | | 39 908 |
| <u>Senior Curator; Senior Registrar</u> | | 41 442 |

Part B. ADJUSTMENT OF SALARIES OF OFFICERS COVERED BY AGREEMENT

Subject to the provisions of this Agreement, the salaries of officers employed at the operative date of this Agreement shall be adjusted to the appropriate rates of the scales prescribed by this Agreement on the basis of years of service in the position - for the purpose of this clause officers shall be deemed to have the years of service represented by the salary received under the appropriate scale in force immediately prior to the operative date of this Agreement.

(4) INCREMENTS

- (i) The payment of increments under the scales of salaries prescribed by this Agreement shall be subject to approval by the Board.
- (ii) One month prior to the date on which an officer will become eligible for an annual increment of salary, the Department Head shall report to the Board as to conduct and the manner in which the duties of the officer have been performed.

(5) CALCULATION OF SERVICE

In calculating years of service for the purpose of this Agreement the following periods shall not be taken into account:-

- (a) any period in respect of which an increment is refused under clause 4, Increments, of this Agreement;
- (b) any leave of absence without pay exceeding five days in any incremental year;

- (c) any period necessary to give full effect to a reduction in salary imposed by the Board by virtue of Section 94 of the Public Service Act, 1979.

(6) WAGE BASE

The salaries prescribed by this Agreement are based on the basic wage of \$115.40 per week.

Such rates of pay shall be varied from time to time following any determination of the Industrial Commission of New South Wales made pursuant to Section 57 of the Industrial Arbitration Act, 1940, in the like manner as if this Agreement were an Award prescribing annual rates of pay as so varied shall be adjusted to the nearest dollar.

(7) PREFERENCE OF EMPLOYMENT

- (i)
- a) Subject to the provisions of this clause absolute preference of employment shall be given to the members of the following union - Public Service Association of New South Wales.
 - b) Such preference shall be limited to the point where a member of such union and a person who is not such a member, are offering for service or employment at the same time, and in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.
 - c) The employment to which this subclause applies is employment in an industry or calling in respect of which the said union is entitled to enrol members, pursuant to its rules.
 - d) The provisions for preference made by this Clause shall not apply to or in respect of the employment in any industry or calling of a person who has been issued by the Industrial Registrar with a certificate of exemption pursuant to subsection (2) of section 129B of the Industrial Arbitration Act, 1940, covering that industry or calling if the period specified in such certificate or any renewal thereof has not expired.

(ii)

a) A like absolute preference of employment shall be given to persons who are competent for the work required and who have been members of the Forces during the war.

b) In this subclause:-

"Auxilliary Service" means Army Medical Corps, Nursing Service of the Crown, Australian Army Medical Nursing Service, Australian Women's Army Service, Women's Royal Australian Naval Service, Women's Australian Auxillary Air Force, or such other organisation as the Governor may, by proclamation from time to time, declare to be an auxilliary service for the purpose of subsection (4) of section 20 of the Industrial Arbitration Act, 1940, as amended.

"Combat Area" means an area prescribed as such for the purpose of the Australian Repatriation Act, 1920-43 of the Commonwealth of Australia.

"Enlistment" means an engagement, whether by appointment, enlistment, or otherwise, rendering a person liable to be employed on active service abroad or in a combat area as a member of the Forces or of an auxilliary service.

"Member of the Forces" means any person who was, at the time of enlistment, a resident in the Commonwealth of Australia or in a mandated territory of the Commonwealth or in any territory under the jurisdiction of the Commonwealth or who was domiciled in any State of the Commonwealth or in any such territory and who, during the war, served abroad or within a Combat area as a member of any Australian Military Force, or of the Royal Australian Naval Forces or as a member of the Royal Australian Air Force or as a member of an auxilliary service and who has been duly discharged from such service.

"War" means the war against Germany which commenced on the third day of September, one thousand nine hundred and thirty nine and the subsequent war against Italy and other allies of Germany and the war against Japan.

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- (iii) This clause shall be subject to:-
- a) The Returned Soldiers and Sailors Employment Act, 1919, as amended; and
 - b) Any law relating to preference in employment to persons who have served as members of the Naval, Military or Air Forces of the Commonwealth.

(8) AREA, INCIDENCE AND DURATION

This Agreement shall apply to all officers, who on the effective date of this Agreement, were occupying a position covered by this Agreement, or who, after that date are appointed to one of such positions. It shall have effect for a period of one year on and from the seventh day of April, 1987 and shall continue in force thereafter until one months notice of its termination is given by any one party.

IN WITNESS WHEREOF this agreement has been duly executed on the day and year herein before written.

Signed for and on behalf of
the Public Service Board of
New South Wales by its Chairman
and a Member


.....
Chairman

.....
Member